

ENQUIRY NO. – E7253071**Instruction to bidders and Terms & Conditions for supply of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under Rate Contract on finished basis for 2 (two) years**

Sealed tenders are invited in Two-Part Bid system for purchase of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) as per various drawings of BHEL, specifications and terms & conditions mentioned in the Annexure -I on **returnable drum basis** and on finished basis through **e – procurement module**. The fabrication rate to be quoted on Rs. / kg basis. The supplies against this rate contract enquiry shall be subject to our general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the latter shall prevail.

1. **General:** - Actual procurement will be carried out progressively as per requirement of BHEL, Bhopal & Jhansi independently & concurrently against the rate contract. After finalization, the rate contract (RC) will be valid for 2 years for ordering / issue of LOI & further 3 months for deliveries.

The COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) shall be supplied in accordance with the size, technical requirements etc. as intimated by BHEL, at the time of actual ordering.

2. The quoted 'fabrication rate' shall be inclusive of all tooling cost, packing & forwarding charges and shall be strictly in accordance with the requirement of price BOQ in e-procurement portal, and no extra charges shall be payable on whatsoever account.

3. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts:-

- Bid Part - I : Technical cum Commercial bid – Annexure – I & II
- Bid Part - II : Price BOQ (Annexure III)

Both Part - I & Part - II (price bid) of the offer to be uploaded on BHEL e-procurement site using Class III digital signature. Annexure I and duly filled annexure II are to be uploaded with bid part – I and price BOQ is to be duly filled in the tender enquiry as bid part – II (price bid form).

Bidders to mandatorily put sign and seal on the uploaded documents. The quotation should be uploaded on the site before due date / time.

Part-I of the bid shall contain complete details of the product offered, acceptance to the specification, all techno commercial terms & conditions and acceptance to the following: -

- a) "Instructions to bidders and Terms & Conditions for supply of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under Rate Contract Enquiry No. E-7253071 on finished basis for 2 (two) years" – Annexure – I
- b) Purchase Specifications at clause 6 below.
- c) 'General Terms and conditions of enquiry – BP200102B'.

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer. Any deviation to INTEGRITY PACT' is not acceptable.

4. **Bid opening:-** The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening **on e-procurement portal**. Bidders to ensure that the requirement of documents w.r.t PQR conditions and other techno-commercial documents are clearly understood and are submitted in Part I bid only to avoid any delays. The Price bid Part-II of such bidders alone shall be opened on a later date **on e-procurement portal** whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.

5. **Bid Evaluation :-** The bid shall be evaluated on total delivered cost to BHEL (-landed cost-) taking into account all duties / taxes etc. as could be applicable and based on the LME CSP, SBI TT selling prevailing on the date of tender opening (bid part-I).

Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at HESG rate and same shall be communicated to techno-commercially suitable bidders before price bid opening.

L-1 shall be established on total weighted average basis as per sample calculation sheet enclosed as annexure VI. Any loading due to the deviation from the terms and conditions shall be suitably added in the offer and comparison shall be made as per the value reflected in point no. 18 of Annexure VI. Sample calculation sheet for arriving at the total delivered cost (-landed cost-) to BHEL is for reference only. Bidders need to quote **only fabrication rate** for Item No. 1 to 6 in Price BOQ. Fabrication rates quoted in Item No. 1 to 6 in Price BOQ shall remain firm and will be used in Annexure VI for evaluation of bids.

NOTE: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

6. **Technical Parameters and Tendered Quantity: -** For Technical parameters Annexure II to be followed.

The below estimated requirement may vary within $\pm 30\%$ for each group.

At the time of supply, test certificates as per annexure of the POs must accompany each lot. Final inspection shall be at BHEL works at Bhopal & Jhansi.

The total tendered quantity of PCCW is 5150 MT (+/-30%) for which the quantity break up of PCCW into various categories and corresponding specification is mentioned below:

Sl. No.	Type of PCCW	Specification	Bhopal			Jhansi		Total (MT)
			Special Requirement	With Kraft Insulating paper (MT)	With Special Insulating paper (MT)	With Kraft Insulating paper (MT)	With Special Insulating paper (MT)	
1	Ordinary PCCW	As per Annexure II	As per Annexure II	7				576
2	Proof Stress PCCW	As per Annexure II		56				1346
3	Ordinary Bunched PCCW	As per Annexure II		77				1417
4	Proof Stress Bunched PCCW	As per Annexure II		390				1811
Total (MT)				530	220	4000	400	5150

Tentative quantity breakup and specification of Special Insulating paper into various categories is mentioned below:

Sl. No.	Type of PCCW	Specification	Bhopal (MT)	Jhansi (MT)	Total (MT)
5	Nomex Paper (For use as covering)	As per Annexure II	0	12	12
6	Normal Density Thermally Upgraded paper (For use as covering)	As per Annexure II	23	6	29
TOTAL (MT)			23	18	41

Important note:

- **Price BOQ has been made considering items indicated in sl. no. 1 to 6 of clause no. 6 above and cl no. 9, 10 A & 10 B of Annexure VI. A single L-1 on weighted average basis shall be established for RC item on the basis of the rates quoted against Item No. 1 to 6 in price BOQ in e-procurement portal.**
- **Bidders shall have to necessarily quote for item 1 to 6 in the price BOQ in e-procurement portal for their offers to be considered else their offer shall be rejected. It may be noted that the rates against special insulating paper i.e. item 5 & 6 shall be differential rate in lieu of the kraft insulating paper.**

7. **Guarantee:-** Shall be applicable as per cl 18 of BHEL GTC BP 200102B.

8. Number of Suppliers:-

8.0	Splitting of Quantities amongst vendors:										
8.1	Distribution of quantity of rate contract amongst vendors shall be limited to “N-1” vendors (if N is 3 or more), where N is total techno commercially qualified vendors.										
8.2	In view of above, quantity of RC shall be distributed amongst vendors as detailed below:-										
	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10
	1 or 2	100									
	2 or 3	65	35								
	4	48	32	20							
	5	37	29	19	15						
	6	31	25	19	14	11					
	7	27	23	18	13	11	8				
	8	24	20	18	13	10	8	7			
	9	21	19	17	13	10	8	7	5		
	10	20	18	15	13	10	8	7	5	4	
	11	19	17	15	13	10	8	7	5	4	2
8.3	RC quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.										
8.4	Quantity for L2 & beyond Vendor: RC quantity as per above mentioned ratio of L2 & beyond vendors (in line with number of techno commercially qualified vendors) shall be counter offered to L2 & beyond vendors progressively on L1 rates. If L2 & beyond vendors accept the counter offer, then RC for that quantity will be finalized on L2 & beyond vendors as per splitting ratio given in cl 1.2 above. If a situation arises where in due to non-acceptance of counteroffer by any vendor then the closest lower qty distribution ratio shall be followed as given in cl 8.2 above .										
8.5	All efforts will be made by BHEL to maintain proportionate quantity distribution among vendors to the extent possible. However, vendors to note that quantity distribution may vary at the time of final ordering due to ordering on “Total cost to BHEL” basis.										

8.6	If less than 3 vendors quoted against this tender enquiry , BHEL will be having the discretion to SPLIT the quantity in 2 vendors in the ratio (65:35) or 1 vendor (100 %).
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9. **Vendors Approved by BHEL's Customers:-** Bidders may note that wherever COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) are to be sourced from customer's approved vendors only, in those cases BHEL would place purchase orders pertaining to requirement of such contracts on the approved vendors of respective customer only. The percentage ordering, as per the contract, may therefore vary & change be depending upon the nature of orders received by BHEL on account of sourcing from customer approved vendors.

10. **Pricing Terms & PVC (Price variation Clause):** - Material will be supplied on finished basis. The bidders shall quote the price on door delivery FOR destination basis. Premium of USD 190 / MT & quoted fabrication rate shall remain firm throughout the period of contract.

Copper rate shall be LME CSP based and shall be as derived from LME CSP & FBIL + 10 PAISE exchange rate of 3rd LME working day from the date of LOI (excluding date of LOI). Wherever FBIL + 10 PAISE exchange rate for the 3rd LME working day is not available / declared by bank, FBIL + 10 PAISE exchange rate of previous bank working day shall be considered.

Copper rate and hence PO rate calculation shall be as below at the time of actual ordering:

Rate Schedule		
A	LME CSP rate	LME CSP & Exchange rate (FBIL + 10 paise) shall be of 3 rd LME working day from date of issue of LOI (excluding date of issue of LOI).
	Premium (USD / MT)	USD 190 / MT (Fixed)
	Copper Rate	(LME CSP + Premium) x Exchange rate (FBIL + 10 paise) x M.F. (as per prevailing notional customs duty, presently it is 1.055) in USD / MT. Note: <ul style="list-style-type: none"> If FBIL + 10 paise rate is not available on 3rd LME working day same of previous bank working day shall be taken to arrive at Copper rate.
B	Fabrication Rate	in Rs. / kg (inclusive of all possible extras to be quoted in price BOQ)
C	Differential rates for insulating paper wherever applicable	To be quoted by bidder in Rs/kg in Price BOQ

Premium and quoted fabrication & insulating paper rates shall be firm throughout the validity of the contract. The fabrication rate shall be inclusive of all tooling cost, packing and forwarding charges etc. and no extra charges shall be payable on whatsoever account. **The rates so quoted shall be common for both Bhopal & Jhansi Units.**

While quoting the rates, bidders must consider the following factors in addition to whatever they deem fit:

- No extra charges shall be paid for packing, forwarding, radial insulation, fumigation, weight per drum and Cross section of PCCW etc.
- Bidders shall quote their most competitive rates, which shall be valid regardless of the quantity that may be awarded to them.
- The packing material i.e. drums on which the COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) shall be supplied can be **re-usable** and will remain property of the supplier, supplier shall time to time collect the same at their own cost so that work space at BHEL is not limited

due to empty drums. Benefit of the saving on this account to be passed on, while quoting the rates.
The empty drum will be collected by the suppliers from BHEL works at their own cost.

11. **Submission of Documents in Part I bid-** Bidders to ensure that requirement of documents wrt PQR and other techno-commercial documents are clearly understood and submitted at the time of bid submission to avoid any delays.
12. **Transit Insurance:** - All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).
13. **Quantity tolerance:-** Against individual P.O. items shall be $\pm 2\%$. However, requirements such as the specified weight/length/No. of pieces and other dimensions shall be strictly adhered to. Quantity supplied above the permissible limit of $+2\%$ shall not be liable for payment and return to the vendor. Quantity variation against RC item shall be $\pm 30\%$.
14. **Inspection of material:-** Bidders to comply BHEL quality assurance Plan (QAP) no. QC/TCB/QAP/BO/56 Rev 07. In addition, BHEL's Customer Quality Assurance Plan (QAP) shall also be adhered by the suppliers. Material will generally be source inspected by BHEL/customer/third party inspection agency as per quality assurance (QA) Plan. Inspection agency have the right to inspect COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) at different stages of manufacture at supplier's works and it will be obligatory on the part of the vendor to sign the inspection report as per BHEL/ BHEL's customer/third party inspector's requirement as per latest revision of BHEL quality plan No. QC/TCB/QAP/BO/56 rev.07 and/or customer approved QA plan, wherever applicable. The bidders shall maintain relevant systems/records as per QA plan for traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of QA plan on surveillance basis.

Seller shall submit the test certificates covering test results for each size of PCCW as required in our purchase/ technical specification. Test Certificates for copper, insulating paper etc. and PCCW shall be submitted along with each supply, complete in all respect and complying to Technical specification, BHEL quality assurance Plan (QAP) and BHEL's customer quality assurance plan. Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material and results shall be binding on the suppliers

Inspection call is to be raised 10 days prior to planned inspection date in case of inspection by BHEL, BHEL's customer or TPIA. Inspection of PCCW shall require 1 - 2 days if done at vendor works by BHEL/TPIA/customer. Vendors to raise inspection call accordingly.

Test Certificates as per technical annexures, purchase specifications, QA plan etc. must accompany each lot. Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material and results shall be binding on the suppliers.

Bidders shall mark on each drum/package of PCCW the following data: BHEL spec no., BHEL Purchase Order no., Gross and net Weight, weight of empty bobbin/drum, weight of other packing material, dimension of drum, date of manufacture etc.

Advisory Note: Vendors are advised to ensure supply of material as per technical specifications, QAPs and other technical documents. Further, vendors are advised to strictly adhere to tolerance ranges of the specifications. Any deviation from technical parameters will result in rejection of material. However, bidder to note that under exigency/urgency conditions, BHEL reserves the right to accept the material with minor deviations after penalizing the vendors starting from 1% as per BHEL quality / engineering recommendations (Quality deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.

15. **Replacement of rejected Goods :-** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost. The rejected goods will have to be collected by supplier

with 10 days on receipt of PMIR/rejection intimation. The rejected goods are lying in BHEL at risk and cost of vendor. BHEL reserves the right to dispose of if goods are not removed within reasonable time.

16. **Taxes & Duties:** - The bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc)

BHEL will avail tax credit as per GST rules. Vendor to note that GST part of invoice shall be released only upon:

Vendor declaring such invoice in his GSTR – 1 and

Receipt of goods and tax invoice by the BHEL and

Confirmation of payment of GST thereon by vendor on GSTN portal

Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

Note:- With Reference to section 51 of CGST act 2017 read with notification no. 50/2018-central tax dated 13.09.2018 ; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @2% (1% CGST+1%SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Vendor to generate & submit invoices as per above.

As per GST rules GST-TDS @2% to be deducted on the item value w.e.f. invoice dtd 01.10.2018. GST-TDS as deducted from bill is deposited to tax authority and details of TDS deducted is updated in GSTR-2A in portal. Benefit to be availed on the basis of details available in GSTR-2A portal. BHEL will not issue any TDS certificate.

17. **Payment Terms:-** 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation. *During bid evaluation, no loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act (Micro & Small).* BHEL reserves the right to reject offers with payment term other than the above standard payment terms. Such offers if accepted, the quoted rates may be loaded at the rate of SBI Base rate + 6% for price comparison purpose on BHEL landed cost basis.
18. **Validity of Rate Contract:-** 2 years for ordering / issue of LOI from the date of finalization of rate contract (RC) by BHEL with additional time of three months for supplies.
19. **Short Closure of RC:** BHEL reserves the right to short close the FA / RC at any point of time during validity of the contract.
20. **Validity of Offer :-** Offer should be valid for a period of 120 days from the date of technical bid opening date for finalization of the contract.
21. **Levy of Penalty for delayed performance:-** Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part

thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO LD recovery, the applicable GST shall also be recoverable from vendors. Receipt of material at BHEL (CN date) will be taken as proof of delivery. Please ref BHEL GTC in this regard.

22. **Delivery Period:-** The material are required at BHEL as per delivery mentioned in individual PO. The desired delivery period against individual PO item shall be 60 days from the date of LOI. Bidders shall commit suitable delivery period accordingly however that shall not be a restrictive criterion for evaluation of bids.

23. **Terms of delivery:** F.O.R. destination on door delivery basis.

24. **Integrity Pact (IP)**

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1	Shri Otem Dai (IAS Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey (IRAS Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal (IRS Retd.)	iem3@bhel.in

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)Name: Vineet Yadav
(2) Name- Rakesh Sharma
Deptt: MRX
Address: BHEL Bhopal
Phone: 9786019574
Email: vineet.yadav@bhel.in

Deptt: MRX
Address: BHEL Bhopal
Phone: 9425605039
Email: r.sharma@bhel.in

25. **Enclosure:-** General terms and condition to enquiry BP200102B, QAP, Integrity Pact, Conciliation Clause (Annexure IV), Sister Concern Declaration (Annexure V), Specification as per Annexure II , Annexure I, Annexure VI (Sample calculation Sheet for evaluation of bidders), Vendor List for insulating paper and fraud prevention policy & Price BOQ. No hard copy will be sent along with enquiry.

26. **Fraud prevention policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub- vendors / consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

27. **Following Pre-qualification criteria as per table below shall be followed for evaluation of offer. Any deviation from these may render offer submitted by bidder as rejected:-**

Pre Qualification Criteria (PQR) for Rate Contract (RC) of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) for 2 years		
Sl No.	Criteria	Documents required for evaluation
1	Only manufacturers are allowed. Traders will not be allowed to participate. Manufacturers should have manufacturing facilities & In - house testing facilities in compliance with BHEL purchase specification, national / international standards & BHEL / BHEL's customer Quality plan.	Self-declaration of being original manufacturer. Documentary proof for Manufacturing facilities & In-house testing facilities. BHEL reserves right for physical verification of above facilities.
2	Bidder should be manufacturing and supplying complete PCCW from their own works for at least 400 kV voltage class transformer / reactor to atleast 2 major Power Transformer Manufacturers.	As a proof, bidder to submit copies of 2 purchase orders and corresponding invoices for supply of PCCW for 400 kV voltage class transformer / reactor to any two major transformer manufacturers. PO and invoice date must be between 01.04.2018 to Technical Bid opening date. All copies of invoices and purchase orders should be self-attested by the authorized signatory of bidder. The documents should clearly bear Customer name & address, contact details, contact person information of customer.
3	Source of raw material should be ETP grade copper and should be sourced from BHEL's approved sources like Hindalco, Sterlite (Vedanta), HCL , Norrdeutsche Affinerie & Societe Lensoise De Cuivre only. In case where the vendor has in-house facility for production of ETP grade copper rod, The TC and sample to be furnished to BHEL. Acceptance of the same shall be at BHEL discretion based on test result of the sample.	Sample TCs clearly stating chemical compositions including Oxygen content and conductivity.
4	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the FY 2023-24, should be Rs 45.14 Crs.	Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Note:- Bidders to ensure that requirement of documents wrt PQR are clearly understood and submitted at the time of bid submission to avoid any delays.

28. **Risk and Cost :** In case of non-supply of quality material as per Purchase order within reasonable time as per BHEL exigencies, BHEL may resort to taking alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services / differential / administrative cost, if any, incurred by BHEL in this regard from the supplier as per extant BHEL norms.

29. In addition to above, our General 'Terms and Conditions of indigenous enquiry BP200102B' and 'BHEL PO Terms and Conditions' for indigenous bidders shall also be applicable to this tender. **Bidders may note that suitable loading will be done for arriving at the Landed cost to BHEL Bhopal price for any deviation from these general Terms & Conditions.**
30. **Compliance to MAKE IN INDIA circular issued by Govt.:**
““For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry changing the definition of the local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
31. “ The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation. Format for declaration is attached as annexure V.
32. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
33. Bidders to give acceptance to **Conciliation clause** as per annexure IV.

(Vineet Yadav)

Manager/ MRX/ BHEL Bhopal